

E-Sign Consent

This E-Sign Consent ("Consent") applies to all Electronic Records for products and services accessed by you through MUFG Union Bank, N.A.'s online banking platform for consumers and small business customers ("Online Platform"). The services and products offered through the Online Platform are subject to and made available pursuant to the Online Banking and Online Banking for Small Business Service Agreement ("OLB Agreement"). Specifically, this Consent asks for your consent so that we can provide communications and information to you in electronic rather than in paper form. This Consent covers all of your accounts, products, and services with MUFG Union Bank subject to our OLB Agreement and/or accessible through online banking (whether access is through a personal computer or mobile device), our websites or other electronic means. This includes, but is not limited to, the following account, product and service types: loan accounts, credit card accounts, deposit accounts, and other services.

For purposes of this Consent, the following terms shall have the meanings set forth below:

"Bank," "we," "us," "our" and other similar terms refers to MUFG Union Bank, N.A. ("Bank").

"Electronic Records" means any information that we give you in electronic form pursuant to this E-Sign Consent, and as described below under the heading "Scope of Communications to Be Provided in Electronic Form." For example, this E-Sign Consent is an "Electronic Record." Also, "Electronic Records" include any electronic communication that you give us in connection with an Electronic Record. For example, if you file a claim, which we may require to be in written form rather than in electronic form, that your deposit account statement reflects an unauthorized electronic funds transfer from your deposit account, and you then send us an electronic e-mail response in connection with that claim, the email you sent us is an "Electronic Record."

The terms "you," "your" and other similar terms mean the person giving consent to this Consent, and also each additional account owner, authorized signer, Contracting Officer, authorized representative, and user identified on any Bank product you enroll or apply for, use or access that is subject to the OLB Agreement.

Before you decide whether or not you wish to give your consent to this Consent and therefore receive Electronic Records, you should read and consider the following information. Then, if you decide to consent, you can click the "I Agree" button at the bottom of this Consent.

**Scope of Communications to Be Provided in Electronic Form:**

If you consent, you will receive Electronic Records that relate to the OLB Agreement, your deposit and loan accounts, as applicable. Such Electronic Records, include, but are not limited to:

1. This E-Sign Consent and any changes to it;
2. The OLB Agreement and any changes to it;
3. The Personal Accounts & Services Disclosure and Agreement (“Personal Deposit Account Agreement”) or the Business Accounts & Services Disclosure and Agreement (“Business Deposit Account Agreement”), depending on whether you maintain personal or business accounts, and any changes to them;
4. The Union Bank personal Loan Terms and Conditions Agreement and any changes to it;
5. Authorization to debit an checking or savings account held with the Bank or another financial institution in order to make a payment on one or more loans held with the Bank;
6. Error resolution notices, billing rights notices, balance calculation notices, federal and state privacy notices, data breach notices, periodic statements or other statements, disclosures, and notices relating to the maintenance or operation of a deposit or loan account, product or service including, but not limited to, deposit or loan account information, deposit or loan account activity, deposit or loan account inactivity, payments made or due, fee information, or other statements, disclosures, or notices that may be required under the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, and the Real Estate Settlement Procedures Act , including any amendments made to the foregoing laws, or other applicable federal or state laws and regulations; however, the Bank may continue to send paper periodic statements for your deposit accounts (in addition to the electronic format) unless you specifically turn off paper statements through the online banking services governed by the OLB Agreement or by calling customer service;
7. Tax information reporting statements, including, but limited to, 1099-INT, 1099-MISC, Form 1098 and 1099-OID; however, the Bank may continue to send such information reporting statements to you in paper form (in addition to the electronic format) until such time the Bank provides you the ability to opt out of the paper format for these type of statements and you do in fact elect such option;
8. Any notice or disclosure regarding a loan or deposit account, product or service fee, such as a transaction fee, late fee, finance charge, an overdraft fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee, a returned item fee or a fee as a result of a stop payment order;
9. Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to loan or deposit accounts, products or services you obtain from us; and

10. Any other document or other information we are required by law to provide to you “in writing” as it relates to: (i) a product or service subject to the OLB Agreement; or (ii) your access or use of online banking.

**Method of Providing Electronic Records:**

All Electronic Records that we provide to you in electronic form will be provided by:

- (i) posting the information on the website or system (for example, on our initial web page where you log into the system that offers the services or as an in product message (that display within the system or service after you have logged in) that you access or use for your accounts, products or services;
- (ii) e-mailing you the information as an e-mail message or as an e-mail message with an attachment to the e-mail address, which you are required to provide to us in order to use online banking;
- (iii) e-mailing you an e-mail message, without an attachment, but with or without a link, to the e-mail address, which you are required to provide to us in order to use online banking that directs you to access a website that we designate that contains the information;
- (iv) other electronic means that are or may be in the future made available to you; or
- (v) requesting you download a PDF file containing the Electronic Record.

**How to Withdraw Consent:**

If you hold a deposit account with MUFG Union Bank N.A., then you may withdraw your consent to receive Electronic Records in electronic form by calling us at 1-800-238-4486 or send a written notice to us by certified mail at Union Bank, P.O. Box 2327, Brea, CA 92822-2327. If you hold a personal loan account with MUFG Union Bank, N.A., then you may withdraw your consent to receive Electronic Records in electronic form by calling us at 1-833-683-4562 or send a written notice to us by certified mail at Union Bank, P.O. Box 85643, San Diego, CA 92816. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive Electronic Records. Generally, we will not impose any fee to process the withdrawal of your consent to receive Electronic Records; however, your access and use of your accounts, products, and services in connection with OLB Agreement will be terminated and any fee discount(s) that were made available to you as a result of suppressing paper delivery of one or more types of Electronic Records will be discontinued. For example, if you received a discount on your Monthly Service Charge for the applicable deposit account and then withdraw your consent to receive Electronic Records, then your Monthly Service Charge would be increased as result of your ineligibility to

receive the discount. Any withdrawal of your consent to receive Electronic Records will be effective only after we have had a reasonable period of time to process your withdrawal.

### **How to Update Your Records:**

It is your responsibility to provide us with true, accurate and complete email address, contact and other information related to this Consent and your accounts and to maintain and update promptly any changes in this information. You can update information (such as your email address) through our website. To update your e-mail address you need to log onto the online banking system at [www.unionbank.com](http://www.unionbank.com). You can change your email address in the Profile section.

### **Hardware and Software Requirements:**

In order for you to provide consent to this Consent and receive Electronic Records, you must have certain computer capabilities, which we may change from time to time without prior notice to you unless prohibited by applicable law. Generally, in order to consent to this Consent and receive Electronic Records you must have: (i) a computer; (ii) an internet connection; (iii) a current operating system; (iv) an up to date browser with adequate security; (v) sufficient memory to download and retain Electronic Records; (vi) a printer, if you want to be able to print your Electronic Records; and (vii) a current version of a portable document viewer, such as Adobe Acrobat Reader. Refer to [www.unionbank.com/computerrequirements](http://www.unionbank.com/computerrequirements) for our current computer requirements.

### **Requesting Paper Copies:**

You have the option to receive any Electronic Records in paper form. However, we will not send you a paper copy of any Electronic Record, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an Electronic Record by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Electronic Record to you. To request a paper copy in connection with a deposit account held with us, call us at 1-800-238-4486 or write us at Union Bank P.O. Box 2327, Brea, CA 92822. To request a paper copy in connection with a personal loan account held with us, call us at 1-833-683-4562 or write us at Union Bank, P.O. Box 85643, San Diego, CA 92186. We generally do not charge for providing you a paper copy of an agreement that we delivered to you electronically pursuant to this Consent; however, there may be a fee for requesting a paper periodic account statement, a paper copy of a check or image of check or other paper copy of the type that we charge a fee as set forth in the Fee Schedule that applies to you. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

**Communications in Writing:**

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Consent and any other Electronic Record that is important to you.

**Federal Law:**

You acknowledge and agree that your consent to Electronic Records is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes:**

We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Records, or to terminate or change the terms and conditions on which we provide Electronic Records. We will provide you with notice of any such termination or change as required by law.

**Consent:**

By selecting "I Agree" below, you hereby give your affirmative consent to provide Electronic Records to you as described herein. You further agree that your computer satisfies the hardware and software requirements at [www.unionbank.com/computerrequirements](http://www.unionbank.com/computerrequirements) and that you have provided us with a current email address at which we may send Electronic Records to you.